

UNITED STATES OF AMERICA
STATE OF LOUISIANA



ST JOHN THE BAPTIST PARISH
ELIANA DEFRAANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
04/20/2021 10:16AM
37965- MO

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PONTCHARTRAIN LEVEE DISTRICT
AND
ST. JOHN THE BAPTIST PARISH**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "Agreement") is made and entered into on the dates set forth hereinafter by and between:

THE PONTCHARTRAIN LEVEE DISTRICT (hereinafter "PLD"), a political subdivision of the State of Louisiana, domiciled in Lutchet, Parish of St. James, State of Louisiana, represented herein by its President, Ricky Bosco, duly authorized by a Specific Resolution passed by the Pontchartrain Levee District, Board of Commissioners, on 17th day of FEBRUARY, 2021, a copy of which attached hereto and made a part hereof; and

ST. JOHN THE BAPTIST PARISH (hereinafter "SJB") represented herein by Jaclyn Hotard, its duly elected Parish President, domiciled in Laplace, Parish of St. John the Baptist, State of Louisiana and whose mailing address is 1811 W. Airline Highway, LaPlace Louisiana 70068;

WHO HEREBY AGREE AS FOLLOWS:

WHEREAS, PLD is a Levee District representing the Parishes of St. Charles, St. John the Baptist, St. James, Ascension, Iberville and East Baton Rouge, State of Louisiana;

WHEREAS, PLD and the State of Louisiana, Coastal Protection and Restoration Authority (hereinafter "CPRA") are the non-federal sponsors for the West Shore Lake Pontchartrain (hereinafter "WSLP"), Hurricane and Storm Damage Risk Reduction System (hereinafter "HDDRS"), St. Charles and St. John the Baptist Parish, Louisiana;

WHEREAS, The non-federal sponsors are required to obtain certain rights of ways, easements and other land rights that are needed in order to accomplish the construction and operation of the project to further benefit and protect the citizens of the respective Parishes as set forth above;

WHEREAS, SJB desires to participate in the funding of the land rights in order to enhance the success of the project in the amount of Two Million and No/100 (\$2,000,000.00) Dollars;

WHEREAS, PLD and SJB desire to take advantage of the Constitution and Laws of the State of Louisiana to enter into an Intergovernmental Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1. PURPOSE

The purpose of this agreement is set forth the terms, conditions and responsibilities to be performed by PLD and SJB in the funding of the WSLP project for the land rights which shall benefit SJB in the construction of the WSLP project.

Article 2. PROJECT DESCRIPTION

The objectives of the WSLP Project are to provide hurricane and storm damage risk reduction in St. Charles, St. John the Baptist and St. James Parish, generally described in the Final Integrated Feasibility Report and Environmental Impact Statement, dated November 2014, and the Report of the Chief of Engineers, dated June 12, 2015, with any modifications thereto that are approved by the United States Army Corps of Engineers, and consisting generally in St. Charles and St. John the Baptist Parishes of the construction of an approximately 18-mile levee system around the communities of Montz, Laplace, Reserve and Garyville, including levee, floodwalls, floodgates, a drainage canal, a flood-side ditch, drainage structures, and pump stations, and in St. James Parish the construction of a berm approximately 10,000 linear feet around the communities of Gramercy and Lutchet, a berm approximately 10,000 linear feet around the communities of Grand Point North installation of one-way flap gates to existing culverts, small ring berms around certain non-residential structures and certain light industry/warehouse structures, and nonstructural elevation of certain residential structures.

Article 3. PROJECT PARTNERS

PLD and CPRA are the non-federal local sponsors for the WSLP project. PLD in addition to other specified duties in the project partnership agreement between the USACE, CPRA and PLD is responsible for the necessary land rights, easements, rights of ways, relocations and disposable areas, (hereinafter referred to as "LERRDS"). The estimated project cost for the LERRDS is Forty-Eight Million and no/100 (\$48,000,000.00) Dollars. CPRA has secured funding, which includes Two Million and no/100 (\$2,000,000.00) Dollars from PLD and Two Million and no/100 (\$2,000,000.00) Dollars from SJB towards the total LERRDS acquisition estimate.

Article 4. PLD RESPONSIBILITIES

PLD's responsibilities for the WSLP project are set forth in the Project Partnership Agreement between the USACE, CPRA and PLD as the non-federal sponsors responsibility. PLD and CPRA are in the process of negotiation and drafting an Intergovernmental Agreement wherein the responsibilities of PLD and CPRA shall be defined further. PLD's responsibilities as it relates to this Intergovernmental Agreement with SJB will be limited to the receipt of the funding of Two Million and no/100 (\$2,000,000.00) Dollars from SJB in order to use towards land rights as defined above. PLD shall receive the money and place the same in a PLD account to be used solely for the acquisition of LERRDS. PLD shall further provide accounting for the

real estate acquisition and any related and approved activities. The accounting shall be provided to both CPRA and to SJB upon request.

Article 5. SJB RESPONSIBILITIES

SJB shall, upon execution of this agreement, deliver unto PLD, the sum of Two Million and no/100 (\$2,000,000.00) Dollars representing SJB's participation of the LERRDS funding as requested by CPRA and required by the USACE Project Agreement. SJB shall participate and support the WSLP project construction as requested and approved by the non-federal sponsors and USACE. SJB has no obligation to perform any services under the terms and scope of this Agreement other than to provide the money set forth hereinabove.

Article 6. NOTICES AND REQUESTS

Any notice or approval required or permitted to be given under the terms of this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to the address for the notified party set out above. Either party may change its address from time to time by notice to the other party. All consents shall be in writing.

All notices to the PLD shall be sent to:

The Pontchartrain Levee District
2069 Railroad Ave.
Lutcher, LA 70071

With a copy to:

Dwight D. Poirrier
Attorney at Law
Post Office Box 868
Gonzales, Louisiana 70707-0868

All notices to St. John the Baptist shall be sent to:

Parish President Jaclyn Hotard
1811 W. Airline Highway
LaPlace Louisiana 70068

With a copy to:

District Attorney Bridge A. Dinvaunt
1342 La Hwy. 44 River Road
Reserve, Louisiana 70084

Article 7. SAVINGS CLAUSE

If any article or provision contained in this Agreement is declared invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such decree shall not affect the remainder of the article or any other article and each shall remain in full force and effect.

Article 8. ENTIRE AGREEMENT

This Agreement may not be amended orally or by any other agreement, but only by a separate agreement in writing, signed by the party against whom enforcement of any waiver or amendment is sought, which agreement must specifically refer to this Agreement and particularly describe the waiver or amendment to this Agreement. This Agreement may be executed in counterparts and by facsimile or e-mail signature, all of which shall be considered as one and the same original document.

Article 9. COMPLIANCE WITH LAWS AND ORDINANCES

PLD and SJB hereby agree to comply with all applicable federal, state and local laws and ordinances applicable to the Project.

Article 10. GOVERNING LAW

All matters relating to the validity, interpretation, meaning, constructions, effect, rights, obligations and/or performance of this Agreement and all service agreements, purchase orders, work authorizations, or other written agreements shall be governed by and in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SHOWN BELOW.

PONTCHARTRAIN LEVEE DISTRICT

BY: 
RICKY BOSCO, PRESIDENT

ST. JOHN THE BAPTIST PARISH

BY: 
JACLYN HOTARD, DULY
AUTHORIZED

DATE: 3/26/2021

DATE: 3/9/2021

WITNESS: Kelly Poche

WITNESS: 

WITNESS: 

WITNESS: Deanna Schreyer

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-28

Councilwoman Houston proposed and Councilman Wright seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING THE ST. JOHN THE BAPTIST PARISH PRESIDENT TO SIGN ANY AND ALL DOCUMENTS ASSOCIATED WITH THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE PONTCHARTRAIN LEVEE DISTRICT FOR THE FUNDING OF LAND RIGHTS, EASEMENTS, RIGHTS OF WAY, RELOCATIONS AND DISPOSABLE AREAS (LERRDS) TO ACCOMPLISH THE CONSTRUCTION AND OPERATION OF THE WEST SHORE LAKE PONTCHARTRAIN HURRICANE AND STORM DAMAGE RISK REDUCTION SYSTEM AND AS REQUIRED BY THE USACE PROJECT AGREEMENT

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Pontchartrain Levee District (PLD) is a Levee District representing the Parishes of St. Charles, St. John the Baptist, St. James, Ascension, Iberville and East Baton Rouge, State of Louisiana; and

WHEREAS, the non-federal sponsors are required to obtain certain rights of ways, easements and other land rights that are needed in order to accomplish the construction and operation of the project to further benefit and protect the citizens of the respective Parishes as set forth above; and

WHEREAS, St. John the Baptist Parish desires to participate in the funding of the land rights in order to enhance the success of the West Shore Lake Pontchartrain Hurricane and Storm Damage Risk Reduction System Project in the amount of Two Million and No 100 (\$2,000,000.00) Dollars; and

WHEREAS, PLD and St. John the Baptist Parish desire to take advantage of the Constitution and Laws of the State of Louisiana to enter into an Intergovernmental Agreement; and

WHEREAS, the construction of the 18-mile levee will provide hurricane and storm damage risk reduction to residents and businesses on the East Bank of the Mississippi River in St. John the Baptist Parish.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Intergovernmental Agreement between St. John the Baptist Parish and the Pontchartrain Levee District.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Arcuri, Schnyder, Wright

NAYS: None

ABSTAIN: None

ABSENT: Duhe-Griffin and Becnel

And, the resolution was declared adopted on this, the 9th day of March 2021.

Kurt Beanel
Council Chairman

Jackie Landeche
Secretary

Approved: X

Veto: _____

Jackie Landeche
Parish President

* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 9th day of March 2021.

Signed at Laplace, Louisiana this 9th day of March 2021.

Jackie Landeche
Jackie Landeche
Secretary

(S E A L)

MOTION

A motion was offered by Commissioner Butler and seconded by Commissioner Granier to approve the Intergovernmental Agreement between Pontchartrain Levee District and St. John Baptist Parish for the LERRDS (Lands, Easements, Rights-of-Way, Relocation and Disposal Areas) contribution for the West Shore Lake Pontchartrain Project in the amount of \$2,000,000.00 and authorizing PLD President, Ricky Bosco to execute same. There was no other discussion, there were no public comments, there were no objections and the motion carried unanimously.

CERTIFICATE

I, Mel D. Bush, hereby certify that the above and forgoing is a true and correct copy of a motion adopted at a regular board meeting of the Pontchartrain Levee District held on February 17, 2021, in which a quorum was present and voting, and that the motion adopted is still in effect and has not been rescinded or revoked.

Signed at 2069 Railroad Avenue, Litcher, Louisiana on the 17th day of February, 2021.



Mel D. Bush, Secretary